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Filed

FEB 23 2012

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

ADR

9 *Counsel for Plaintiffs and the Proposed Class*

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12
13
14 MARIA ALVAREZ, on behalf of herself and all
15 others similarly situated,

16 Plaintiff,

17 v.

18 GERBER PRODUCTS COMPANY d/b/a
19 NESTLÉ INFANT NUTRITION and NESTLÉ
20 USA, INC.,

21 Defendants.

Case No:

CV 12-00906 HRL
CLASS ACTION

COMPLAINT FOR VIOLATIONS OF:

THE CALIFORNIA UNFAIR
COMPETITION LAW, CAL. BUS. &
PROF. CODE §§ 17200 ET SEQ.;

THE CALIFORNIA CONSUMER LEGAL
REMEDIES ACT, CAL. CIV. CODE §§
1750, ET SEQ.;

THE MICHIGAN CONSUMER
PROTECTION ACT, MICH. COMP.
LAWS ANN. §§ 445.903 ET SEQ.; AND

THE NEW JERSEY CONSUMER FRAUD
ACT, N.J.S.A. §§ 56:8-1 ET SEQ.

DEMAND FOR JURY TRIAL

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1 Plaintiff Maria Alvarez ("Plaintiff"), by and through her attorneys of record, brings this action on
 2 behalf of herself, all others similarly situated, and the general public against defendants Gerber Products
 3 Company d/b/a Nestlé Infant Nutrition, and Nestlé USA, Inc. ("Defendants"), and alleges based upon
 4 her own knowledge, or where there is no personal knowledge, upon information and belief and the
 5 investigation of her counsel, as follows:

6 **NATURE OF THE ACTION**

7 1. Defendants manufacture, market, distribute and sell infant formula and cereal for
 8 consumption by individuals between 0 and 24 months old, which are advertised as promoting various
 9 benefits—such as immunity protection and digestive health—because of the presence of probiotic and
 10 prebiotic cultures in the foods (the "Gerber Probiotic Products"). These claims, however, are
 11 unsupported by scientific evidence. Plaintiff and members of the putative class were injured when they
 12 purchased the Gerber Probiotic Products in reliance on these false and misleading claims.

13 **THE PARTIES**

14 2. Defendant Gerber Products Company is a corporation organized and existing under the
 15 laws of the State of Michigan, with its principal place of business located at 445 State Street, Freemont
 16 Michigan, 49413, and with offices located in Florham Park, New Jersey. In some states, Gerber Products
 17 Company does business as Nestlé Infant Nutrition.

18 3. Defendant Nestlé USA, Inc. is a corporation organized and existing under the laws of the
 19 State of Delaware, with its principal place of business located at 800 North Brand Boulevard, Glendale,
 20 California 91203.

21 4. Defendants manufacture, market, distribute and sell the Gerber Probiotic Products.

22 5. Plaintiff is a resident of San Jose, California who purchased the Gerber Probiotic
 23 Products during the class period (as defined herein) in reliance on Defendants' false and misleading
 24 packaging and advertising claims, as described further herein.

25 **JURISDICTION AND VENUE**

26 6. This Court has original jurisdiction under 28 U.S.C. §1332(d)(2) (The Class Action
 27 Fairness Act) because the matter in controversy exceeds the sum or value of \$5,000,000 exclusive of
 28 interest and costs and more than two-thirds of the members of the Class reside in states other than the

1 state of which Defendants are citizens.

2 7. Venue is proper in this Court pursuant to 28 U.S.C. §1331 because Plaintiff resides in and
3 suffered injuries as a result of Defendants' acts in this district, many of the acts and transactions giving
4 rise to this action occurred in this district, and Defendants (1) are authorized to conduct business in this
5 district and have intentionally availed themselves of the laws and markets of this district through the
6 promotion, marketing, distribution, and sale of its products in this district; (2) reside in this district; and
7 (3) are subject to personal jurisdiction in this district.

INTRADISTRICT ASSIGNMENT

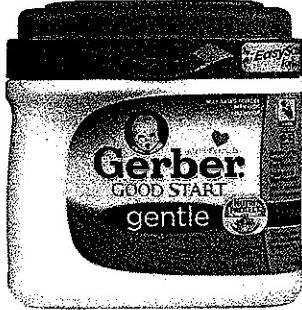
9 8. This civil action arises out of the acts and omissions of Defendants which took place in
10 Santa Clara, in that Plaintiff is a resident of that county and was subjected to Defendants' unlawful acts
11 in that county. Accordingly, pursuant to N.D. Cal. Civ. L.R. 3-2(c), the action should be assigned to the
12 San Jose Division.

FACTUAL ALLEGATIONS

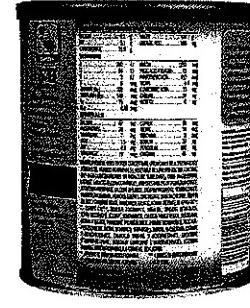
14 ||| 9. This class action involves the Gerber Probiotic Products depicted below:¹

Gerber Good Start Gentle Powder (Birth Stage) – 23.2 Ounce and 12 Ounce varieties

Front



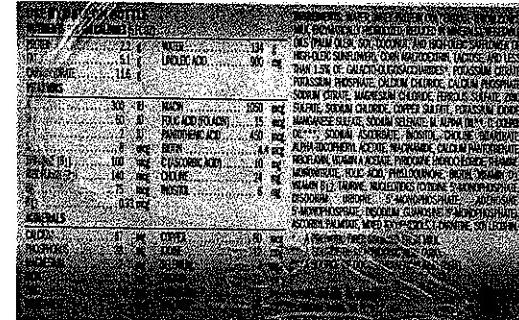
Back



¹ The depiction of these products should not be construed to limit the subject matter of this Complaint solely to the products, versions, sizes or varieties depicted, which are provided as exemplars only. There may be additional similar products, or versions, sizes or varieties with respect to which Defendants engaged in the same misleading and unlawful behavior, and all such products, versions, sizes and varieties are expressly incorporated into this Complaint.

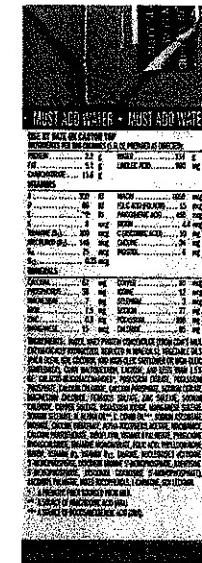
1 **Gerber Good Start Gentle Bottles/Convenience Packs (Birth Stage)**

2 **Front** **Back**



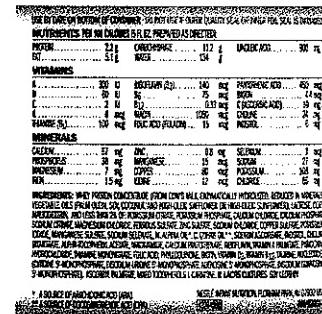
5 **Gerber Good Start Gentle Liquid Concentrate (Birth Stage)**

6 **Front** **Back**



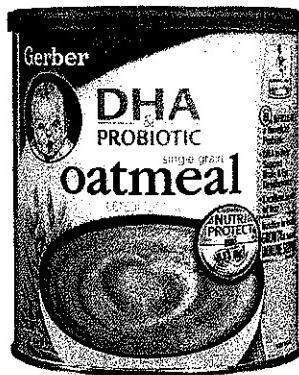
9 **Gerber Good Start Protect Powder (Birth Stage)**

10 **Front** **Back**

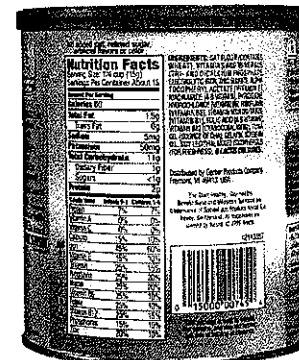


1 **Gerber DHA & Probiotic Single Grain Cereal (Oatmeal) (Supported Sitter Stage)**

2 **Front**

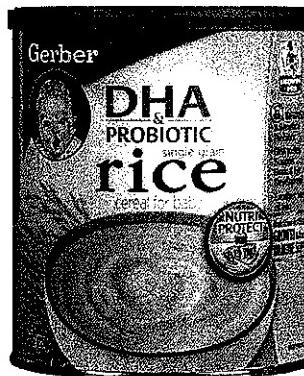


20 **Back**

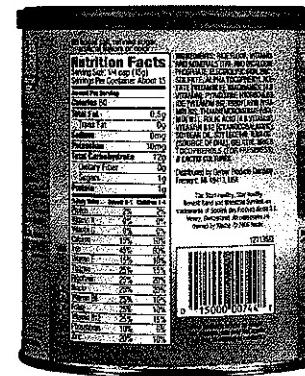


10 **Gerber DHA & Probiotic Single Grain Cereal (Rice) (Supported Sitter Stage)**

11 **Front**



20 **Back**

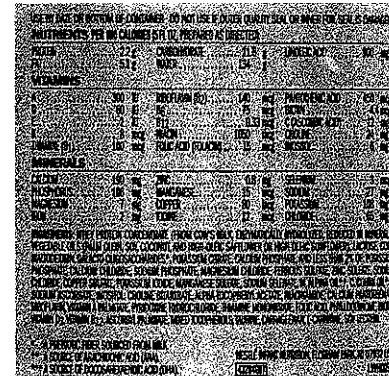


10 **Gerber Good Start 2 Gentle Powder (Crawler Stage)**

11 **Front**

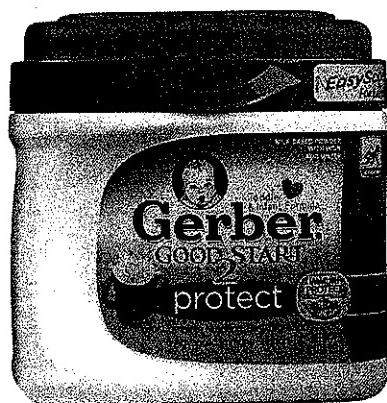


20 **Back**

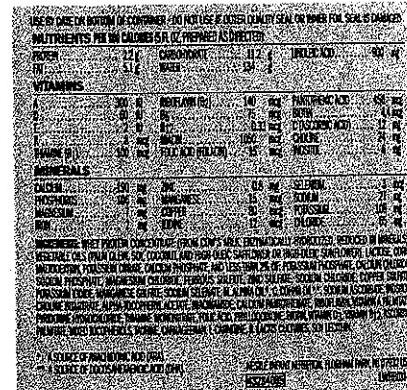


1 **Gerber Good Start 2 Protect Powder (Crawler Stage)**

2 **Front**



3 **Back**



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11 10. Larger-sized, high-quality photographs of the Gerber Probiotic Products are attached
12 hereto as **Exhibit 1**.

13 11. Defendants categorize the Gerber Probiotic Products into various "stages" based on the
14 age of the person Defendants intend to consume the products. Specifically, "Birth Stage" products are
15 intended for infants 0 – 12 months old; "Supported Sitter Stage" products are intended for infants 6 – 12
16 months old; and "Crawler Stage" products are intended for infants 0 – 24 months old.

17 12. In 2007, Defendants introduced the first infant formula containing probiotics in the
18 United States. Probiotics are live microorganisms claimed to be beneficial to the host organism.
19 Prebiotics are non-digestible food ingredients that stimulate the growth and/or activity of bacteria in the
20 digestive system in ways claimed to be beneficial to health.

21 13. Since 2007 and throughout the Class Period defined herein, Defendants have advertised
22 the Gerber Probiotic Products as specially formulated to help with infants' developmental and
23 nutritional needs, and specifically to contribute to development of infants' immune systems and
24 digestive health. Defendants have done so through various media including television, print, web, and on
25 the packaging of the products themselves.

26 14. The Gerber Probiotic Products are sold at a premium of approximately \$1.00 per eight
27 ounces compared to similar products Defendants sell which do not contain probiotic cultures or prebiotic
28 material.

1 15. During the Class Period defined herein, Plaintiff purchased the Gerber Probiotic
 2 Products. Specifically, Plaintiff purchased Good Start Gentle Formula, Good Start Protect Formula,
 3 Good Start 2 Gentle Formula, Good Start 2 Protect Formula, and DHA & Probiotic Single Grain Cereal
 4 (Oatmeal), from approximately June 2011 through December 2011. Plaintiff purchased the formula
 5 products one every two weeks during this time period, and purchased the cereal once every week.
 6 Plaintiff purchased the products from Whole Foods, located at 1690 South Bascom Avenue, Campbell,
 7 California 95008; and Target, located at 1750 Story Road, San Jose, California 95122.

8 16. Plaintiff brings this action on behalf of herself and all others similarly situated consumers
 9 in the United States, to end Defendants false, deceptive and misleading advertising message about the
 10 Gerber Probiotic Products' purported contribution to infant immunity and digestive health, and to
 11 correct the false and misleading perception Defendants have created among consumers who have
 12 purchased the products. Plaintiff brings this action for violation of the California Unfair Competition
 13 Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, the California Consumer Legal Remedies Act, Cal. Civ.
 14 Code §§ 1750 *et seq.*, the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.903 *et*
 15 *seq.*, and the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1 *et seq.*

16 SPECIFIC MISREPRESENTATIONS, MATERIAL OMISSIONS AND DECEPTIVE FACTS

17 17. Defendants' advertising claims about the Gerber Probiotic Products are and have been the
 18 subject of an extensive and comprehensive, nationwide marketing campaign since 2007 to the present
 19 and continuing.

20 18. Defendants primarily advertise and promote the purported probiotic benefits of the
 21 Gerber Probiotic Products through packaging claims including, for example:

- 22 • “**Immuni-Protect Probiotic**”
- 23 • “**Complete Nutrition & Bifidus BL for Advanced Immune System Support**”
- 24 • “**Bifidus BL – a Beneficial Probiotic**”
- 25 • “**Prebiotics for Digestive Health**”

26 19. In addition, the packaging of the Gerber Probiotic Products include a number of other
 27 claims suggesting the products are useful, or even essential, in promoting proper infant nutrition. Such
 28 claims include, for example:

- 1 • “For Complete Nutrition & Easy Digestion”
- 2 • “Nutri-Protect”
- 3 • “Complete Nutrition to Support Healthy Growth”
- 4 • “Unique Comfort Proteins for Easy Digestion”
- 5 • “DHA and ARA for Brain and Eye Development”
- 6 • “Specially Made with Nutrients Found in Breastmilk”
- 7 • “For Complete Nutrition, Easy Digestion & Advanced Immune Support”
- 8 • “Excellent Source of Iron”
- 9 • “A Nutritious Alternative to Cow’s Milk”
- 10 • **Images of Hearts**

11 20. Defendants also use the web site, www.gerber.com, to advertise and promote the Gerber
 12 Probiotic Products for infants. For example, the Gerber website states:

13 Good nutrition is important. But what we eat also can provide health benefits beyond
 14 basic nutrition. One example is the regular consumption of beneficial probiotic cultures,
 15 also called “probiotics.” . . . [P]robiotics have been added to formula to help support
 16 Baby’s healthy immune system. . . . Everyone’s digestive tracts, including babies’,
 17 naturally contain many different types of bacteria, or cultures. Many of these are
 18 important to help keep our bodies healthy. Consuming beneficial probiotic cultures is one
 19 way to encourage a favorable balance of the cultures in the digestive tract. . . . One
 20 important benefit is supporting a healthy immune system. Probiotics can provide this
 benefit by increasing your baby’s levels of key antibodies. About 70% of the cells of the
 immune system are found in the digestive tract, which makes it a central part of the
 body’s immune system. So another way probiotics help support your baby’s healthy
 immune system is by helping to maintain a healthy balance of cultures in her digestive
 tract, which supports the natural protective environment found there.

21 21. Defendants also use television commercials to advertise and promote the Gerber
 22 Probiotic Products for infants. For example, Gerber has used a television commercial that shows a baby
 23 looking in wonder at scientific formulations. With a wave of the baby’s hand, the word “probiotics”
 24 flows into a tin of Good Start infant formula. The voice-over makes a hard sell about how Gerber has
 25 purported made a scientific breakthrough and how “the immune supporting probiotics like those found
 26 in breast milk can now be found in Gerber Good Start Protect Plus.”

27 22. Defendants have also engaged in a “Start Healthy, Stay Healthy” campaign, and have
 28 partnered with HouseParty.com to generate house parties hosted by consumers, in which the host

1 distributes coupons for the Gerber Probiotic Products.

2 23. Defendants' labeling and advertising claims are false and deceptive because they imply
3 the Gerber Probiotic Products are healthier and more nutritious than other, less costly baby food
4 products that do not contain prebiotics and probiotics, and/or that they make a more significant
5 contribution to infants' digestive health and immunity than they actually do.

6 24. Moreover, the use of probiotics and prebiotics in children 2 years of age and younger has
7 not been scientifically substantiated, and most scientists believe that the use of prebiotics and probiotics
8 for children under 2 years can in fact harm their development.

9 25. Defendants' labeling and advertising is further false and misleading because even for
10 children above 2 years of age, there is no credible scientific evidence to prove that the use of probiotics
11 or prebiotics is necessary or helpful to children, and their use may in fact harm children.

12 26. Defendants' labeling and advertising is further false and misleading because the terms,
13 "BIFIDUS BL" and "B LACTIS CULTURES," do not define what strain of probiotics is present in the
14 Gerber Probiotic Products, and the scientific research on probiotic/prebiotic efficacy requires strain-
15 specific testing. Moreover, by trademarking a commercial name for one or more specific strains of
16 probiotic bacteria, Defendants misleadingly suggest the probiotic cultures used in the Gerber Probiotic
17 Products are superior because they are proprietary, and perhaps the result of extended laboratory work,
18 which is false.

19 27. Defendants' labeling and advertising is further false and misleading because there is no
20 credible scientific evidence that the probiotics or prebiotics in the Gerber Probiotic Products "helps
21 support a healthy immune system."

22 28. Defendants' labeling and advertising is further false and misleading because there is no
23 credible scientific evidence that the probiotics or prebiotics in the Gerber Probiotic Products provide
24 "Advanced Immune Support," or "Advanced Immune System Support."

25 29. Defendants' labeling and advertising is further false and misleading because the claim
26 "Immuni Protect Probiotic" implies that the type of probiotic in the Gerber Probiotic Products is
27 somehow superior to other types of commercially available probiotics or prebiotics in providing immune
28 support in a developing child, none of which is scientifically substantiated.

1 30. Defendants' labeling and advertising is further false and misleading because there is no
2 credible scientific evidence that the probiotics or prebiotics in the Gerber Probiotic Products provides
3 "Digestive Health."

4 31. Defendants' labeling and advertising claims are also false and deceptive because they
5 imply the Gerber Probiotic Products are healthier and more nutritious than other, less costly baby food
6 products that do not contain DHA & ARA, and/or that they make a more significant contribution to
7 infants' brain and eye development than they actually do.

8 32. Defendants' labeling and advertising claims are further false and deceptive because there
9 is no credible scientific evidence that baby food containing DHA & ARA has any effect on brain or eye
10 development.

11 33. Defendants' labeling and advertising is further false and misleading because there is no
12 credible scientific evidence that the "DHA & ARA" in the Gerber Probiotic Products have any effect on
13 "Brain and Eye Development."

14 34. Defendants' labeling and advertising is further false and misleading because the image of
15 a heart on the Gerber Probiotics Products implies some type of heart-healthy benefit arising out of use of
16 the baby foods.

17 35. In addition, Defendants' use of a heart on the Gerber Probiotic Products violates the
18 Federal Food, Drug and Cosmetic Act ("FDCA"), in that the use of the heart violates 21 C.F.R. §
19 101.14, concerning implied health claims. Accordingly, the Gerber Probiotic Products containing a heart
20 vignette are misbranded within the meaning of the FDCA, 21 U.S.C. § 343(r). Defendants may violate
21 other regulations and provisions promulgated pursuant to the FDCA by use of packaging claims on the
22 Gerber Probiotic Products including but not limited to, "DHA and ARA," "Made with Nutrients Found
23 in Breastmilk," "Excellent Source of Iron," and "A Nutritious Alternative to Cow's Milk." Such
24 statements may violate specific provisions of FDCA regulations (e.g., title 21 of the Code of Federal
25 Regulations), and violate the general prohibition against the use of false and misleading statements, see
26 21 U.S.C. § 343(a).

27 36. By violating the FDCA, Defendants' also violate the California Sherman Law, which
28 incorporates all the provisions of the FDCA into state law. Moreover, Defendants' advertising of the

1 Gerber Probiotic Products independently violates various provisions of the Sherman Law as described
 2 more particularly in Plaintiff's cause of action under the California Unfair Competition Law's
 3 "unlawful" prong.

4 **CLASS ACTION ALLEGATIONS**

5 37. Plaintiff brings this action on behalf of herself and the following Class in accordance with
 6 Rule 23 of the Federal Rules of Civil Procedure:

7 All persons (other than Defendants, their officers, directors, employees, and their
 8 immediately family members) who purchased in the United States one or more of the
 9 Gerber Probiotic Products from January 1, 2007 to the present (the "Class Period") for
 10 personal or household use, and not for resale or distribution purposes.

11 38. Alternatively, Plaintiff brings this action on behalf of herself and the following Class in
 12 accordance with Rule 23 of the Federal Rules of Civil Procedure:

13 All persons (other than Defendants, their officers, directors, employees, and their
 14 immediately family members) who purchased one or more of the Gerber Probiotic
 15 Products from January 1, 2007 to the present for personal or household use, and not for
 16 resale or distribution purposes, in any state whose consumer protection statutes do not
 17 materially conflict with the California Unfair Competition Law, the California Consumer
 18 Legal Remedies Act, the Michigan Consumer Protection Act, or the New Jersey
 19 Consumer Fraud Statute.

20 39. Alternatively, Plaintiff brings this action on behalf of herself and the following Class in
 21 accordance with Rule 23 of the Federal Rules of Civil Procedure:

22 All persons (other than Defendants, their officers, directors, employees, and their
 23 immediately family members) who purchased in California, Michigan or New Jersey, one
 24 or more of the Gerber Probiotic Products from January 1, 2007 to the present (the "Class
 25 Period") for personal or household use, and not for resale or distribution purposes.

26 40. The persons in any of the Classes defined above are so numerous that joinder of all such
 27 persons is impracticable.

28 41. Questions of fact and law common to the class and central to resolution of their claims

1 | include:

a. Whether Defendants conveyed a class-wide message that the Gerber Probiotic Products contribute to infants' immunity, digestive health, brain development, eye development and overall nutrition;

b. If so, whether Defendants' claims and messaging were material to a reasonable consumer;

c. If so, whether Defendants' claims and messaging were false (for example, whether Defendants' claims are scientifically substantiated) or, if not literally false, whether Defendants' claims were likely to deceive the public;

d. Whether Defendants omitted any material information in making the challenged claims; and

e. The proper method and measure of the Class's damages.

13 42. These common questions of fact and law predominate over questions that affect only
14 individual class members.

15 43. Plaintiff's claims are typical of the claims of the Class, and she will fairly and adequately
16 represent the interests of the Class. Plaintiff has retained counsel experienced with class action litigation
17 and neither she nor her counsel have any conflicts with or interests adverse or antagonistic to the
18 interests of the Class.

19 44. Class litigation is superior to other available methods for the fair and efficient
20 adjudication of this controversy. The expense and burden of individual litigation would make it
21 impracticable or impossible for proposed Class members to prosecute their claims individually. The trial
22 and litigation of the Class's claims is manageable.

FIRST CAUSE OF ACTION

Violations of the California Unfair Competition Law,

Bus. & Prof. Code §§ 17200 et seq.

(Unlawful)

27 45. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set
28 forth in full herein.

1 46. Cal. Bus. & Prof. Code § 17200 prohibits any “unlawful, unfair or fraudulent business act
 2 or practice.”

3 47. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants as
 4 alleged herein constitute “unlawful” business acts and practices in that Defendants’ conduct violates the
 5 Consumer Legal Remedies Act, the Federal Food, Drug, and Cosmetic Act, and the California Sherman
 6 Food, Drug, and Cosmetic Law (“Sherman Law”), which incorporates all the regulations and
 7 requirements of the Federal Food, Drug and Cosmetic Act. Specifically, Defendants acted in
 8 contravention of the following Sherman Law Provisions:

- 9 • § 110100 (adopting all FDA regulations as state regulations);
- 10 • § 110290 (“In determining whether the labeling or advertisement of a food . . . is
 misleading, all representations made or suggested by statement, word, design, device,
 sound, or any combination of these shall be taken into account. The extent that the
 labeling or advertising fails to reveal facts concerning the food . . . or consequences of
 customary use of the food . . . shall also be considered.”);
- 11 • § 110390 (“It is unlawful for any person to disseminate any false advertisement of any
 food . . . An advertisement is false if it is false or misleading in any particular.”);
- 12 • § 110395 (“It is unlawful for any person to manufacture, sell, deliver, hold, or offer for
 sale any food . . . that is falsely advertised.”);
- 13 • § 110398 (“It is unlawful for any person to advertise any food, drug, device, or cosmetic
 that is adulterated or misbranded.”);
- 14 • § 110400 (“It is unlawful for any person to receive in commerce any food . . . that is
 falsely advertised or to deliver or proffer for delivery any such food . . .”);
- 15 • § 110660 (“Any food is misbranded if its labeling is false or misleading in any
 particular.”);
- 16 • § 110670 (“Any food is misbranded if its labeling does not conform with the
 requirements for nutrient content or health claims as set forth in Section 403(r) (21
 U.S.C. Sec. 343(r)) of the federal act and the regulations adopted pursuant thereto.”);
- 17 • § 110680 (“Any food is misbranded if its labeling or packaging does not conform to the
 requirements of Chapter 4 (commencing with Section 110290).”);
- 18 • § 110705 (“Any food is misbranded if any word, statement, or other information
 required pursuant to this part to appear on the label or labeling is not prominently placed
 upon the label or labeling and in terms as to render it likely to be read and understood by
 the ordinary individual under customary conditions of purchase and use.”);

- § 110760 (“It is unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded.”);
 - § 110765 (“It is unlawful for any person to misbrand any food.”); and
 - § 110770 (“It is unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food.”).

48. By violating the California Unfair Competition Law, Defendants also violated the common law of unfair competition.

49. Defendants leveraged their deception to induce Plaintiff and members of the Class to purchase products that were of lesser value and quality than advertised.

10 50. Plaintiff suffered injury in fact and lost money or property as a result of Defendants'
11 deceptive advertising: she was denied the benefit of the bargain in purchasing the Gerber Probiotic
12 Products. Had Plaintiff been aware of Defendants' false and misleading advertising tactics, she would
13 have been willing to pay less than what she did for the Gerber Probiotic Products, or not purchase it at
14 all. Moreover, had Defendants not engaged in the false and misleading advertising tactics, Plaintiff and
15 members of the Class would have paid less for the Gerber Probiotic Products, because Defendants
16 would not have been able to charge a premium for the products.

17 51. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining
18 Defendants from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and
19 practices and to commence a corrective advertising campaign.

52. Plaintiff also seeks an order for the restitution of all monies from the sale of the Gerber
20 Probiotic Products, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent
21 competition.
22

SECOND CAUSE OF ACTION

Violations of the California Unfair Competition Law

Bus. & Prof. Code §§ 17200 et seq.

(Unfair and Fraudulent)

27 53. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set
28 forth in full herein.

54. Bus. & Prof. Code § 17200 prohibits any “unlawful, unfair or fraudulent business act or practice.”

55. The false and misleading labeling of the Gerber Probiotic Products, as alleged herein, constitutes "unfair" business acts and practices because such conduct is immoral, unscrupulous, and offends public policy. Further, the gravity of Defendants' conduct outweighs any conceivable benefit of such conduct.

56. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants as alleged herein constitute “fraudulent” business acts and practices because Defendants’ conduct is false and misleading to Plaintiff, Class members, and the general public.

57. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining Defendants from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign.

58. Plaintiff also seeks an order for the restitution of all monies from the sale of the Gerber Probiotic Products, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition.

THIRD CAUSE OF ACTION

Violations of the Consumer Legal Remedies Act,

Civ. Code §§ 1750 *et seq.*

59. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

60. The CLRA prohibits deceptive practices in connection with the conduct of a business that provides goods, property, or services primarily for personal, family, or household purposes.

61. Defendants' policies, acts, and practices were designed to, and did, result in the purchase and use of the products primarily for personal, family, or household purposes, and violated and continue to violate the following sections of the CLRA:

§ 1770(a)(5): representing that goods have characteristics, uses, or benefits which they do not have.

§ 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another.

§ 1770(a)(9): advertising goods with intent not to sell them as advertised.

§ 1770(a)(16): representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.

62. As a result, Plaintiff and the classes have suffered irreparable harm and are entitled to injunctive relief and restitution pursuant to Cal. Civ. Code § 1782(d).

63. The conduct described herein by Defendants was long-standing, was done for profit as a deliberate corporate policy rather than an isolated incident, and was morally wrong, fraudulent, callous, and oppressive.

FOURTH CAUSE OF ACTION

Violations of the Michigan Consumer Protection Act,

Mich. Comp. Laws Ann. §§ 445.903 et seq.

12 64. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set
13 forth in full herein.

65. Plaintiff is a "person" as defined in Mich. Comp. Laws Ann. § 445.902(c).

15 66. The transactions complained of herein constitute "trade or commerce" as defined in
16 Mich. Comp. Laws Ann. § 445.902(d).

17 67. In the course of the transactions which are the subject of this lawsuit, Defendants
18 engaged in the following unfair and deceptive acts, methods or practices:

- a. Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods, Mich. Comp. Laws Ann. § 445.903(1)(a)
 - b. Using deceptive representations in connection with the goods, Mich. Comp. Laws Ann. § 445.903(1)(b);
 - c. Representing that the goods have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, Mich. Comp. Laws Ann. § 445.903(1)(c);
 - d. Representing that the goods are of a particular standard, quality, or grade, though they are of another, Mich. Comp. Laws Ann. § 445.903(1)(e);
 - e. Advertising or representing goods with intent not to dispose of those

1 goods as advertised or represented, Mich. Comp. Laws Ann. § 445.903(1)(g);

2 f. Representing that because of some defect in a consumer's home the
3 health, safety, or lives of the consumer or his or her family are in danger if the product is
4 not purchased, when in fact the defect does not exist or the product would not remove the
5 danger, Mich. Comp. Laws Ann. § 445.903(1)(l);

6 g. Failing to reveal a material fact, the omission of which tends to mislead or
7 deceive the consumer, and which fact could not reasonably be known by the consumer,
8 Mich. Comp. Laws Ann. § 445.903(1)(s);

9 h. Charging the consumer a price that is grossly in excess of the price at
10 which similar property or services are sold, Mich. Comp. Laws Ann. § 445.903(1)(z);

11 i. Making a representation of fact or statement of fact material to the
12 transaction such that a person reasonably believes the represented or suggested state of
13 affairs to be other than it actually is, Mich. Comp. Laws Ann. § 445.903(1)(bb); and

14 j. Failing to reveal facts that are material to the transaction in light of
15 representations of fact made in a positive manner, Mich. Comp. Laws Ann. §
16 445.903(1)(cc).

17 68. The above-described conduct violated the Michigan Consumer Protection Act,
18 specifically but not limited to Mich. Comp. Laws Ann. § 445.903 and the sub-paragraphs contained
19 therein.

20 69. These violations were not due to bona fide error, but were the result of intentional,
21 knowing and willful acts by Defendants.

22 70. As a result of Defendants' actions, Plaintiff the members of the Class have suffered a loss
23 within the meaning of the Michigan Consumer Protection Act are entitled to statutory damages and fees
24 as provided in the Act, Mich. Comp. Laws Ann. § 445.911.

25 **FIFTH CAUSE OF ACTION**

26 **Violations of the New Jersey Consumer Fraud Act,**
27 **N.J.S.A. § 56:8-1, *et seq.*,**

28 71. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set

1 forth in full herein.

2 72. At all times relevant to this action, there was in full force and effect the New Jersey
3 Consumer Fraud Act (NJCFA), N.J.S.A. 56:8-1 et seq., which was enacted and designed to protect
4 consumers against unfair, deceptive, or fraudulent business practices.

5 73. N.J.S.A. 56:8-2 provides:

6 The act, use or employment by any person of any unconscionable commercial practice,
7 deception, fraud, false pretense, false promise, misrepresentation, or the knowing,
8 concealment, suppression, or omission of any material fact . . . Whether or not any person
9 has in fact been misled, deceived or damaged thereby, is declared to be an unlawful
practice.

10 74. At all relevant times, Plaintiff, the other Class members, and Defendants were "persons"
11 within the meaning of N.J. Rev. Stat. § 56:8-1.

12 75. The Gerber Probiotic Products manufactured, marketed, and sold by Defendants are
13 merchandise within the meaning of the NJCFA, and Plaintiff and the other Class members are
14 consumers within the meaning of the NJCFA and entitled to the statutory remedies made available
15 therein.

16 76. Defendants violated and continue to violate the NJCFA by representing that their Gerber
17 Probiotic Products have characteristics, uses, and benefits which they do not have and advertising the
18 Gerber Probiotic Products to have characteristics, uses, and benefits which Defendants know the Gerber
19 Probiotic Products do not have.

20 77. Defendants violated the NJCFA by advertising their Gerber Probiotic Products in the
21 manner(s) described herein, when they knew, or should have known, that those representations and
22 advertisements were unsubstantiated, false, and/or misleading.

23 78. Defendants intended that Plaintiff and the other members of the Class would rely on their
24 deception by purchasing their Gerber Probiotic Products, unaware of the material facts described above.
25 This conduct constitutes consumer fraud within the meaning of the NJCFA.

26 79. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or deceptive
27 business practices within the meaning of the NJCFA.

28 80. Defendants' conduct is malicious, fraudulent, and wanton, and provides misleading

1 information that their Gerber Probiotic Products are healthier and more nutritious than the other, less
2 expensive products on the market, when in fact they are not.

3 81. Defendants' conduct has proximately caused damage to Plaintiff and the other Class
4 members, in the form of, *inter alia*, monies spent to purchase the Gerber Probiotic Products they
5 otherwise would not have expended, in an amount to be proven at trial.

6 82. Had Defendants disclosed all material information regarding the Gerber Probiotic
7 Products in their advertising and marketing, Plaintiff and the Class would not have purchased the Gerber
8 Probiotic Products or would have paid less for the Gerber Probiotic Products.

* * *

10 83. As a result of Defendants' violations of the foregoing state consumer protection statutes,
11 Plaintiff and the other members of the Class are entitled to compensatory damages, double damages,
12 treble damages, statutory damages, punitive or exemplary damages, restitution, and/or injunction relief,
13 and respectfully pray as follows:

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general public, pray for judgment and relief against Defendants as follows:

- 17 A. Declaring this action to be a proper class action.

18 B. An Order enjoining Defendants from misbranding the Gerber Probiotic Products in

19 violation of the Federal Food, Drug and Cosmetic Act;

20 C. An order enjoining Defendants from marketing the Gerber Probiotic Products in any

21 manner deemed to be false or misleading;

22 D. An order compelling Defendants to conduct a corrective advertising campaign;

23 E. An order requiring Defendants to disgorge or return all monies, revenues, and profits

24 obtained by means of any wrongful act or practice;

25 F. An order compelling Defendants to destroy all misleading and deceptive advertising

26 materials and products;

27 G. An order requiring Defendants to pay restitution to restore all funds acquired by means of

28 any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or

1 practice, untrue or misleading advertising, or a violation of the UCL, CLRA, Michigan Consumer
2 Protection Statute, or New Jersey Consumer Fraud Act, plus pre-and post-judgment interest thereon.

3 H. Costs, expenses, and reasonable attorneys' fees.

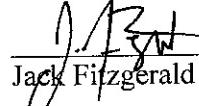
4 I. Any other and further relief the Court deems necessary, just, or proper.

5 **JURY DEMAND**

6 Plaintiff demands a trial by jury on all causes of action so triable.

7 DATED: February 22, 2012

Respectfully Submitted,

8
9
10 
Jack Fitzgerald

11 THE WESTON FIRM
12 GREGORY S. WESTON
13 JACK FITZGERALD
14 MELANIE PERSINGER
15 COURTLAND CREEKMORE
16 1405 Morena Blvd., Suite 201
17 San Diego, CA 92110
18 Telephone: (619) 798-2006
19 Facsimile: (480) 247-4553

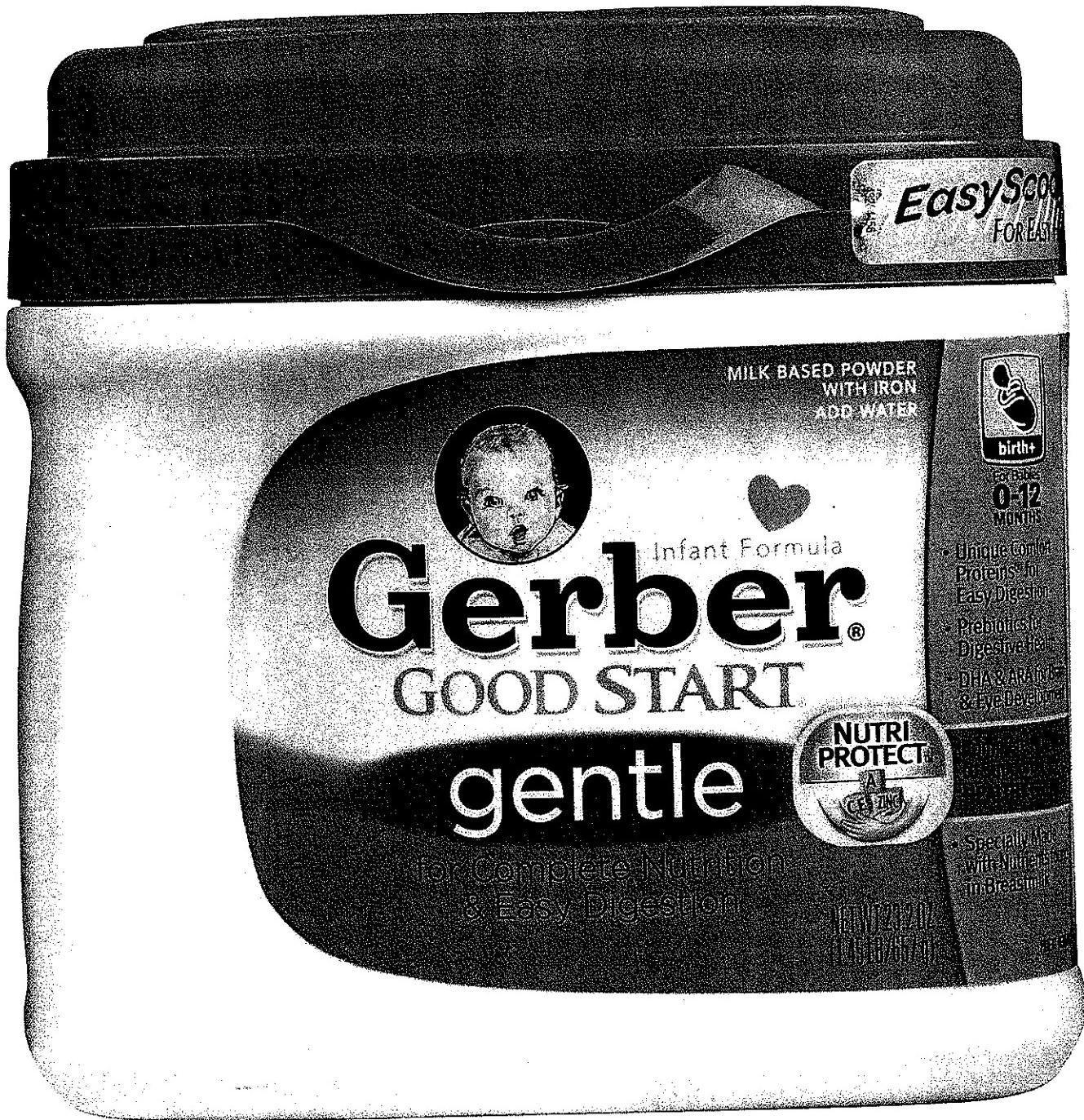
20
21 *Counsel for Plaintiff and
22 the Proposed Classes*
23
24
25
26
27
28

Exhibit 1

PRODUCT 1

Gerber Good Start Gentle Powder – 23.2 Ounce - Birth Stage

Front



Back

USE BY DATE ON BOTTOM OF CONTAINER. DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED.

NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED):

PROTEIN.....	2.2 g	CARBOHYDRATE	11.6 g	LINOLEIC ACID.....	900 mg
FAT.....	5.1 g	WATER	134 g		

VITAMINS

A	300 IU	RIBOFLAVIN (B2).....	140 mcg	PANTOTHENIC ACID.....	450 mcg
D	60 IU	B6.....	75 mcg	BIOTIN	4.4 mcg
E.....	2 IU	B12.....	0.33 mcg	C (ASCORBIC ACID).....	10 mg
K	8 mcg	NIACIN	1050 mcg	CHOLINE.....	24 mg
THIAMINE (B1).....	100 mcg	FOLIC ACID (FOLACIN)....	15 mcg	INOSITOL.....	6 mg

MINERALS

CALCIUM.....	67 mg	ZINC.....	0.8 mg	SELENIUM.....	3 mcg
PHOSPHORUS.....	38 mg	MANGANESE.....	15 mcg	SODIUM	27 mg
MAGNESIUM.....	7 mg	COPPER	80 mcg	POTASSIUM.....	108 mg
IRON.....	1.5 mg	IODINE	12 mcg	CHLORIDE.....	65 mg

INGREDIENTS: WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATIALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), CORN MALTODEXTRIN, LACTOSE, GALACTO-OLIGOSACCHARIDES*, AND LESS THAN 2% OF: POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL**, C. COHNII OIL***, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D₃, VITAMIN B₁₂, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, SOY LECITHIN.

* A PREBIOTIC FIBER SOURCED FROM MILK.

** A SOURCE OF ARACHIDONIC ACID (ARA).

*** A SOURCE OF DOKOSAHYDROXYACID (DHA).

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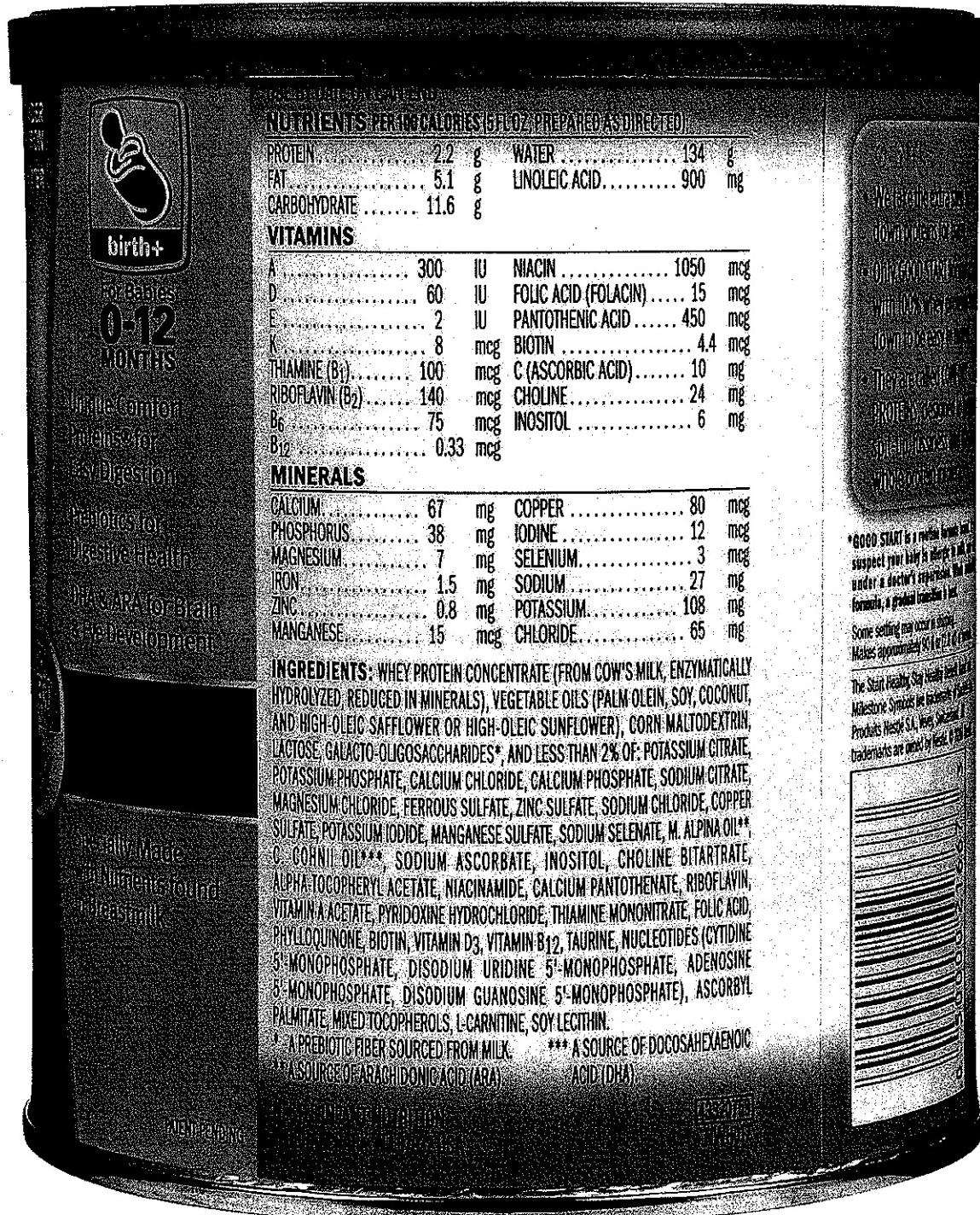
NWH017-1

Gerber Good Start Gentle Powder – 12.7 Ounce - Birth Stage

Front



Back



Gerber Good Start Gentle Bottles/Convenience Packs - Birth Stage

Front



Back

NUTRIENTS PER BOTTLE			
NUTRIENTS PER CALORIES (5 FL OZ)			
PROTEIN	2.2 g	WATER	134 g
FAT	5.1 g	LINOLEIC ACID	900 mg
CARBOHYDRATE	11.6 g		
VITAMINS			
NIACIN	300 IU	NIACIN	1050 mcg
FOLIC ACID (FOLACIN)	60 IU	FOLIC ACID (FOLACIN)	15 mcg
PANTOthenic ACID	2 IU	PANTOthenic ACID	450 mcg
BIOTIN	8 mcg	BIOTIN	4.4 mcg
VITAMIN C (ASCORBIC ACID)	100 mcg	C (ASCORBIC ACID)	10 mg
THIAMINE (B1)	140 mcg	CHOLINE	24 mg
RIBOFLAVIN (B2)	75 mcg	INOSITOL	6 mg
VITAMIN B12	0.33 mcg		
MINERALS			
CALCIUM	67 mg	COPPER	80 mcg
PHOSPHORUS	38 mg	IODINE	12 mcg
MAGNESIUM	7 mg	SELENIUM	3 mcg
ZINC	10 mg	SODIUM	70 mg
IRON	15 mg	CHLORIDE	15 mg
CHLORIDE	15 mg	PHOSPHATE	15 mg
FLUORIDE	15 mg	CHOLINE	15 mg
INGREDIENTS			
WATER, WHEY PROTEIN CONCENTRATE (FROM COW'S MILK ENZYMICALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM, OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), CORN MALTODEXTRIN, LACTOSE, AND LESS THAN 1.5% OF: GALACTO-OLIGOSACCHARIDES*, POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL**, C. COHNII OIL***, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A ACETATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, SOY LECITHIN.			
* A PREBIOTIC FIBER SIMILAR TO FRESH MILK			
** A SOURCE OF ARACHIDONIC ACID (ARA)			
*** A SOURCE OF DOG'S MILK AGGREGATE (DMA)			

Gerber Good Start Gentle Liquid Concentrate – Birth Stage

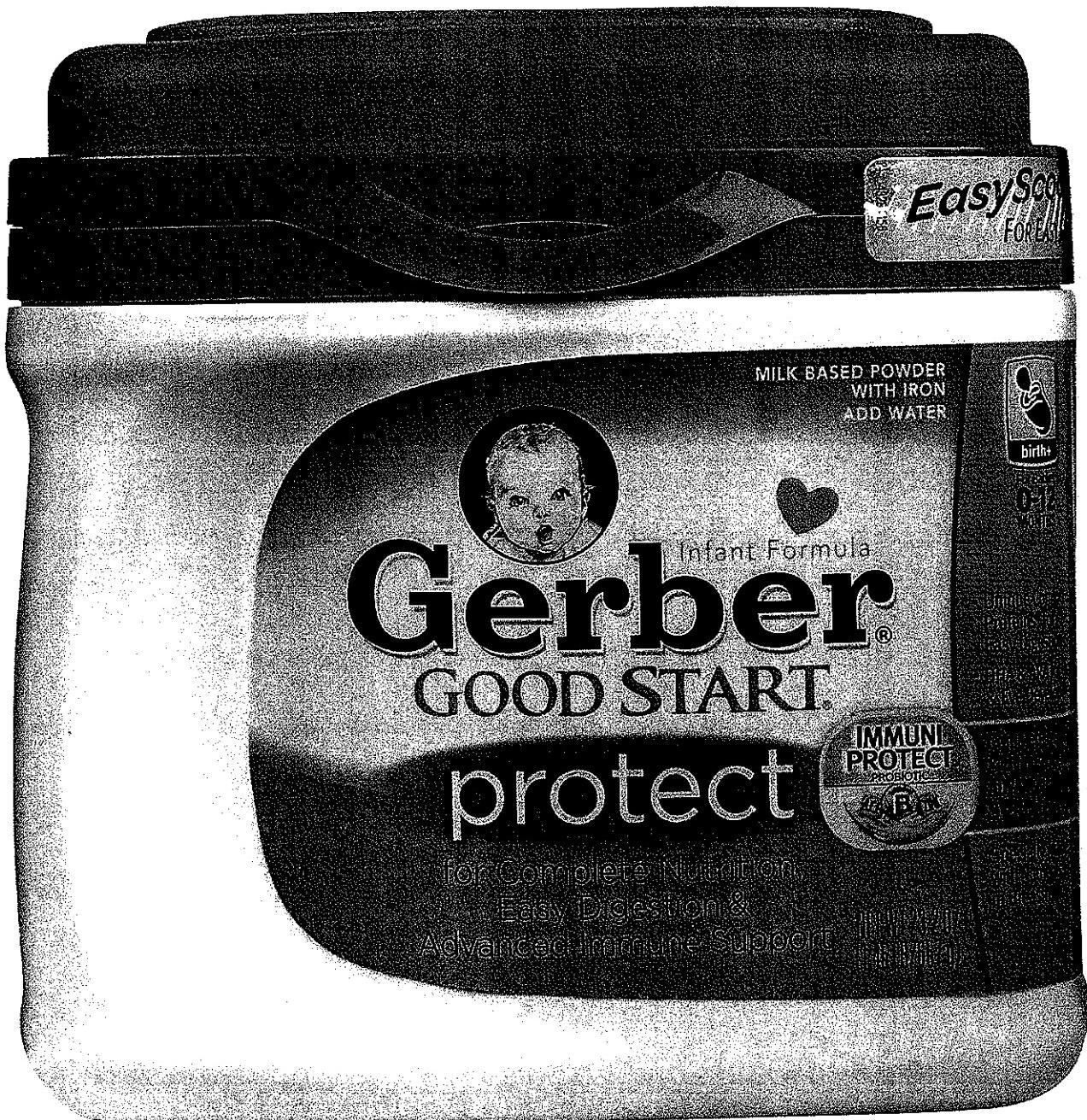
Front & Back



PRODUCT 2

Gerber Good Start Protect Powder – 23.2 Ounce - Birth Stage

Front



Back

USE BY DATE ON BOTTOM OF CONTAINER · DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED

NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED):

PROTEIN	2.2 g	CARBOHYDRATE	11.2 g	LINOLEIC ACID.....	900 mg
FAT.....	5.1 g	WATER	134 g		

VITAMINS

A	300 IU	RIBOFLAVIN (B2).....	140 mcg	PANTOTHENIC ACID	450 mcg
D	60 IU	B6	75 mcg	BIOTIN	4.4 mcg
E	2 IU	B12	0.33 mcg	C (ASCORBIC ACID).....	10 mg
K	8 mcg	NIACIN	1050 mcg	CHOLINE.....	24 mg
THIAMINE (B1).....	100 mcg	FOLIC ACID (FOLACIN)	15 mcg	INOSITOL.....	6 mg

MINERALS

CALCIUM.....	67 mg	ZINC	0.8 mg	SELENIUM.....	3 mcg
PHOSPHORUS.....	38 mg	MANGANESE.....	15 mcg	SODIUM	27 mg
MAGNESIUM.....	7 mg	COPPER	80 mcg	POTASSIUM.....	108 mg
IRON.....	1.5 mg	IODINE	12 mcg	CHLORIDE.....	65 mg

INGREDIENTS: WHEY PROTEIN CONCENTRATE (FROM COW'S MILK, ENZYMATIALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SAFFLOWER OR HIGH-OLEIC SUNFLOWER), LACTOSE, CORN MALTODEXTRIN, AND LESS THAN 2% OF: POTASSIUM CITRATE, POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, CALCIUM PHOSPHATE, SODIUM CITRATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M. ALPINA OIL*, C. COHNII OIL**, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, TAURINE, NUCLEOTIDES (CYTIDINE 5'-MONOPHOSPHATE, DISODIUM URIDINE 5'-MONOPHOSPHATE, ADENOSINE 5'-MONOPHOSPHATE, DISODIUM GUANOSINE 5'-MONOPHOSPHATE), ASCORBYL PALMITATE, MIXED TOCOPHEROLS, L-CARNITINE, B. LACTIS CULTURES, SOY LECITHIN.

* A SOURCE OF ARACHIDONIC ACID (ARA).

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** A SOURCE OF DICOOSAHEXAENOIC ACID (DHA)

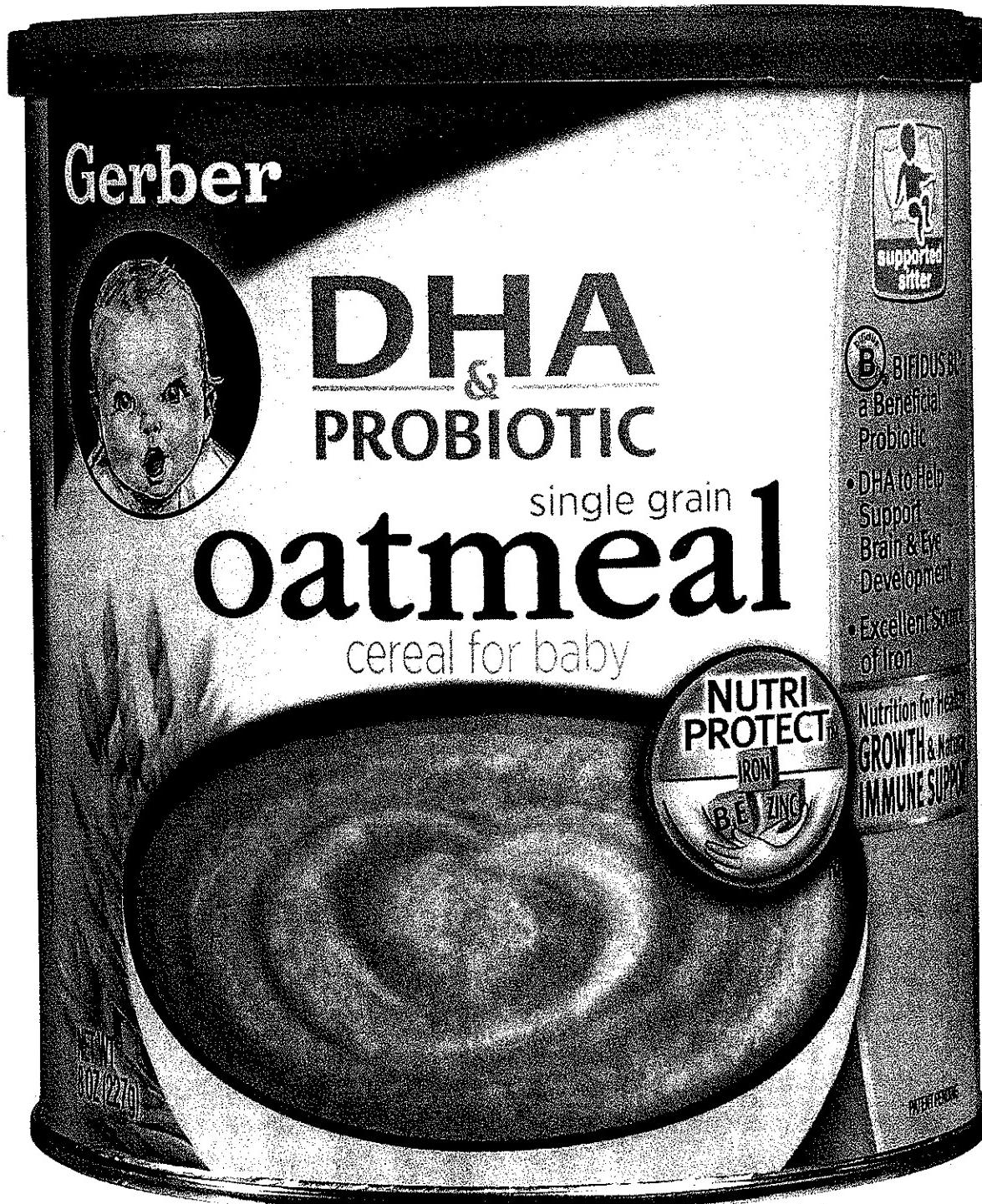
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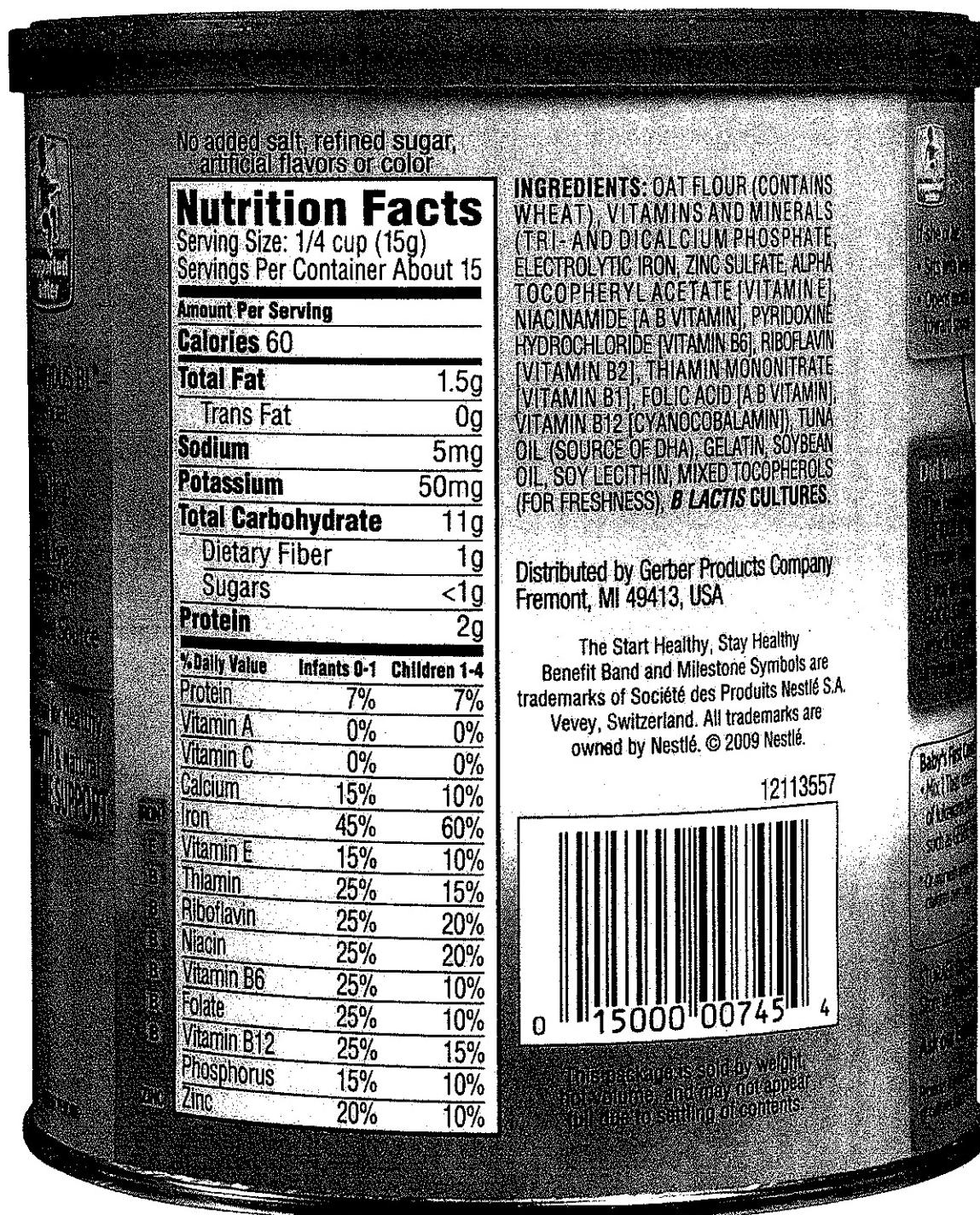
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PRODUCT 3

Gerber DHA & Probiotic Single Grain Cereal (Oatmeal) – Supported Sitter Stage

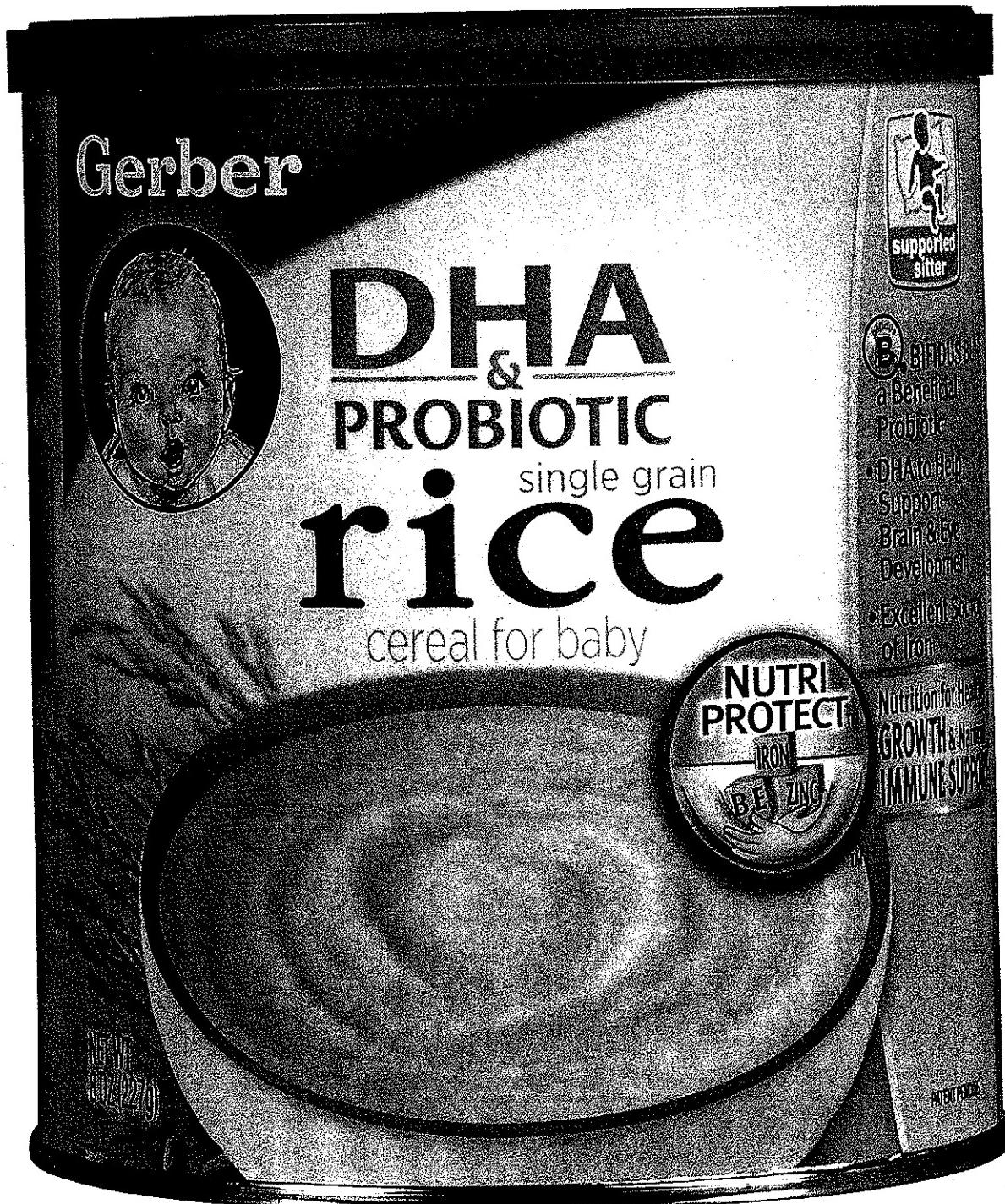
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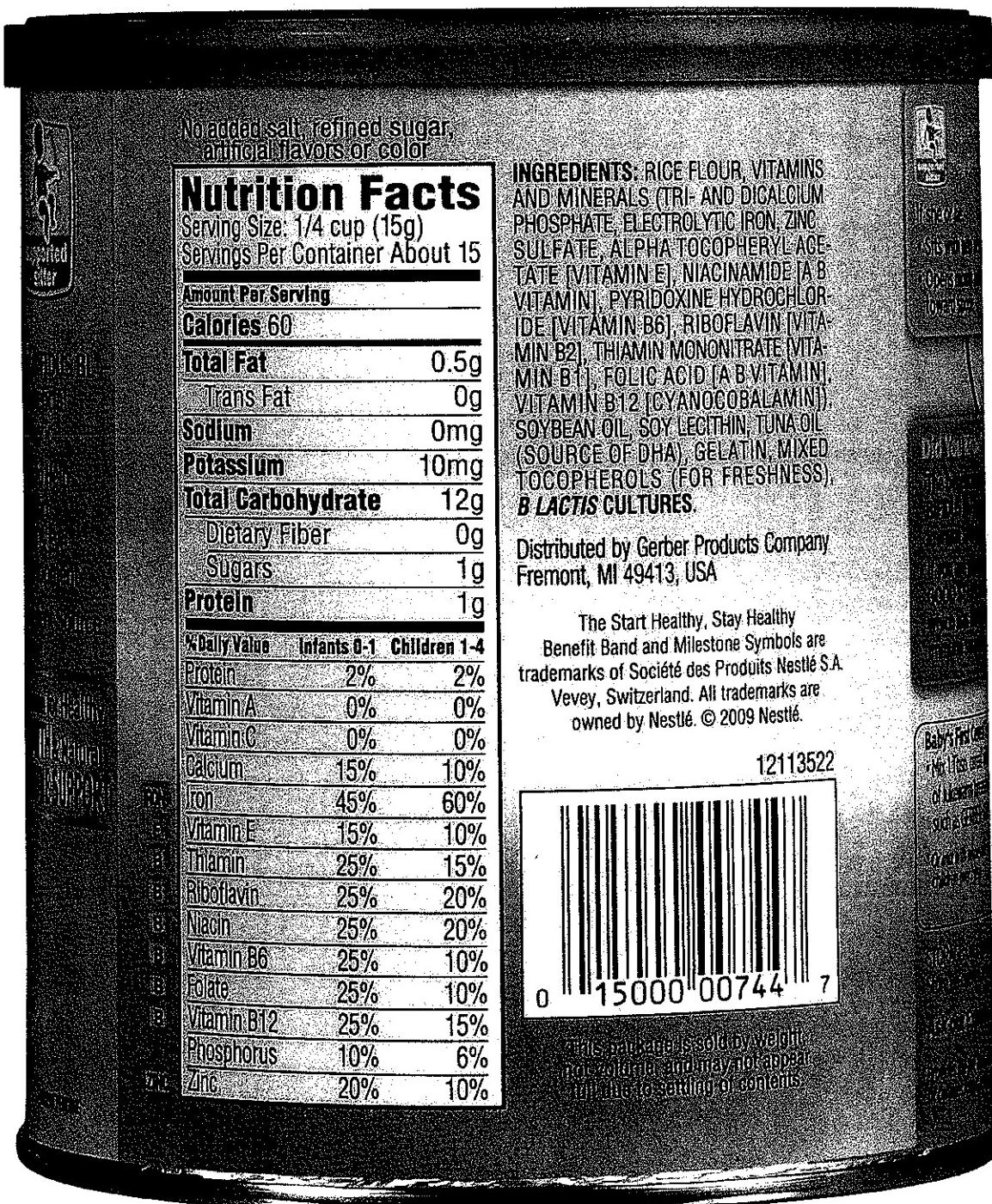


Back

Gerber DHA & Probiotic Single Grain Cereal (Rice) – Supported Sitter Stage

Front



Back

PRODUCT 4

Gerber Good Start 2 Gentle Powder - 22 Ounce - Crawler Stage

Front



Back**USE BY DATE ON BOTTOM OF CONTAINER. DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED.****NUTRIENTS PER 100 CALORIES (5 FL OZ, PREPARED AS DIRECTED):**

PROTEIN	2.2 g	CARBOHYDRATE	11.6 g	LINOLEIC ACID	900 mg
FAT	5.1 g	WATER	134 g		

VITAMINS

A	300 IU	RIBOFLAVIN (B2)	140 mcg	PANTOTHENIC ACID	450 mcg
D	60 IU	B6	75 mcg	BIOTIN	4.4 mcg
E	2 IU	B12	0.33 mcg	C (ASCORBIC ACID)	12 mg
K	8 mcg	NIACIN	1050 mcg	CHOLINE	24 mg
THIAMINE (B1)	100 mcg	FOLIC ACID (FOLACIN)	15 mcg	INOSITOL	6 mg

MINERALS

CALCIUM	190 mg	ZINC	0.8 mg	SELENIUM	3 mcg
PHOSPHORUS	106 mg	MANGANESE	15 mcg	SODIUM	27 mg
MAGNESIUM	7 mg	COPPER	80 mcg	POTASSIUM	108 mg
IRON	2 mg	IODINE	12 mcg	CHLORIDE	65 mg

INGREDIENTS: WHEY PROTEIN CONCENTRATE (FROM COW'S MILK ENZYMATIALLY HYDROLYZED, REDUCED IN MINERALS), VEGETABLE OILS (PALM OLEIN, SOY, COCONUT, AND HIGH-OLEIC SUNFLOWER OR HIGH-OLEIC SUNFLOWER) LACTOSE, CORN MALTODEXTRIN, CALCIUM D-GLUCOSACCHARIDES, POTASSIUM CITRATE, CALCIUM PHOSPHATE, AND LESS THAN 2% OF POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, SODIUM PHOSPHATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, ALPINA OIL*, C. COHNI OIL***, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D3, VITAMIN B12, ASCORBIC PALMITATE, MIXED TOCOPHEROLS, TAURINE, CARRAGEENAN, L-CARNITINE, SOY LECITHIN.

- * A PREBIOTIC FIBER SOURCED FROM MILK
- ** A SOURCE OF ARACHIDONIC ACID (ARA)
- *** A SOURCE OF DOKOSAHEXAENOIC ACID (DHA).

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LWH005-3

PRODUCT 5

Gerber Good Start 2 Protect Powder – 22 Ounce – Crawler Stage

Front



Back**USE BY DATE ON BOTTOM OF CONTAINER - DO NOT USE IF OUTER QUALITY SEAL OR INNER FOIL SEAL IS DAMAGED****NUTRIENTS PER 100 CALORIES (5 FL. OZ. PREPARED AS DIRECTED)**

PROTEIN	2.2 g	CARBOHYDRATE	11.2 g	LINOLEIC ACID	.....	900 mg
FAT	5.1 g	WATER	134 g			

VITAMINS

A	300 IU	RIBOFLAVIN (B2)	140 mcg	PANTOTHENIC ACID	.....	450 mcg
D	60 IU	B6	75 mcg	BIOTIN	.....	4.4 mcg
E	2 IU	B12	0.33 mcg	C (ASCORBIC ACID)	.....	12 mg
K	8 mcg	NIACIN	1050 mcg	CHOLINE	.....	24 mg
THIAMINE (B1)	100 mcg	FOLIC ACID (FOLACIN)	15 mcg	INOSITOL	.....	6 mg

MINERALS

CALCIUM	190 mg	ZINC	0.8 mg	SELENIUM	.....	3 mcg
PHOSPHORUS	106 mg	MANGANESE	15 mcg	SODIUM	.....	27 mg
MAGNESIUM	7 mg	COPPER	80 mcg	POTASSIUM	.....	108 mg
IRON	2 mg	IODINE	12 mcg	CHLORIDE	.....	55 mg

INGREDIENTS: WHEY PROTEIN CONCENTRATE (FROM COW'S MILK), ENZYMICALLY HYDROLYZED, REDUCED IN MINERALS, VEGETABLE OILS, PALM OLEIN, SOY, COCONUT, AND HIGH OLEIC SAFFLOWER OR HIGH OLEIC SUNFLOWER, LACTOSE, CORN MALTODEXTRIN, POTASSIUM CHLORIDE, CALCIUM PHOSPHATE AND LESS THAN 2% OF POTASSIUM PHOSPHATE, CALCIUM CHLORIDE, SODIUM PHOSPHATE, MAGNESIUM CHLORIDE, FERROUS SULFATE, ZINC SULFATE, SODIUM CHLORIDE, COPPER SULFATE, POTASSIUM IODIDE, MANGANESE SULFATE, SODIUM SELENATE, M-ALPINA OIL, 10% COHNE OIL, SODIUM ASCORBATE, INOSITOL, CHOLINE BITARTRATE, ALPHA TOCOPHERYL ACETATE, NIACINAMIDE, CALCIUM PANTOTHENATE, RIBOFLAVIN, VITAMIN A PALMITATE, PYRIDOXINE HYDROCHLORIDE, THIAMINE MONONITRATE, FOLIC ACID, PHYLOQUINONE, BIOTIN, VITAMIN D₃, VITAMIN B12, ASCORBIC PALMITATE, MIXED TOCOPHEROLS, TAURINE, CARRAGEenan, L-CARNITINE, B-LACTIS CULTURES, SOY LECITHIN.

* A SOURCE OF ARACHIDONIC ACID (ARA)

** A SOURCE OF DOCOSAHEXAENOIC ACID (DHA)

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